Attorney aforesaid and the said Richard Carteby his Attorney saith that that he is not Guilty of the Trespass and Ejectment in the Declaration above specified and of this he puts himself upon the Country And the said John Dixon also personally came and did not prosecute his Writt aforesaid with effect whereby the said Defendant remains without any Day given to the Plaintiff to prosecute &c. Therefore it is considered by the Justices here that the said Plaintiff take nothing by his Writt aforesaid but for his false Clamour be in Mercy and that the said Defendant do recover against the said Plaintiff his reasonable Costs and Charges by him about his Defence in this behalf expended and the said Plaintiff in Mercy &c.

Splaiden Randall } Robt Ungle } Robert Ungle late of Talbott County Gent was attached to answer unto Splaiden Randall of a Plea of Trespass upon the Case

And thereupon the said Splaiden by George Slater his Attorney complaineth that whereas a certain Solomon Summers by his Writt of the 4th day of August in the Year of our Lord 1692 At Virginia that is to say at Williamstadt in Talbott County for a Valuable Consideration became Justly indebted unto the said Robert Ungle in the Sum of Thirty Nine pounds ten Shillings Sterling and being so indebted the said Solomon Summers did there the third day of February that is to say the first Second and third days of the same Month at the Parts aforesaid by his Bill Obligatory Sealed with his proper hand and name of him the said Solomon Summers unto the said Jacob Beadle and Company Merchants in Bristol directed for the sum of the said Bill the said Solomon did request the said Jacob Beadle and Company Merchants in Bristol to pay at thirty days sight of the said first Bill of Exchange his Second and third of the same Tenour Date not being paid to pay to Robert Ungle or order Thirty Nine pounds ten Shillings Sterling and by the Second of the said Bill the said Solomon did also request the said Jacob Beadle and Company at thirty days sight of the said

Second of Exchange his first and third of the same Tenour and Date being paid to pay to Robt Ungle or order Thirty Nine pounds ten Shillings Sterling and in the third of the said Bills the said Solomon did also require the said Jacob Beadle and Company at thirty days sight of that his third of Exchange his first and Second of the same Tenour Date not being paid to pay to Robt Ungle or order Thirty Nine pounds ten Shillings Sterling and also Reasonable to with the Day Year and Place aforesaid the said Robt Ungle became duly indebted for a Valuable Consideration in the Sum of Thirty Nine pounds ten Shillings Sterling to Account said Jacob Beadle being so indebted the said Robert in Consideration thereof the said Solomon Summers by the said Bill of Exchange to the said Jacob Beadle for the said sum of Thirty Nine pounds ten Shillings Sterling and also aforesaid for a Valuable Consideration became duly indebted to the said Splaiden Randall in the Sum of Thirty Nine pounds ten Shillings Sterling and being so indebted the said Jacob Beadle in Consideration thereof according to the Usage of Merchants did Endorse the aforesaid Bill of Exchange to the said Splaiden for the said Sum of Thirty Nine pounds ten Shillings Sterling and being so indebted the said Robert became indebted to the said Splaiden in the said Sum of Thirty Nine pounds ten Shillings And the said Splaiden in fact saith to with the twelfth day of Nov. Anno 1697 at Bristol aforesaid at the Instance of the said City of Bristol Merchant by order of the said Splaiden Randall did request & Certain Georg Irish Notary Publick Legally Authorized Admitted & Sworn and dwelling in Bristol aforesaid to go to the Dwelling House of the said Jacob Beadle at the City aforesaid where the said Bill of Exchange were directed in order to demand payment of the Contents of the first of the said Bill which he the said Notary did accordingly but Understanding that the said Jacob Beadle was gone Out of Town the said Notary demanded payment of the Contents of the said Bill of the said Jacob Beadle who refused to pay the same The said Notary therefore at the request aforesaid did protest & did Protest against the said Solomon Summers drawer of the said Bills & all others concerned for Exchange Re-exchange Costs damages & Interest &c. Notified & to be enforced for want of payment of the said Bills and the said Splaiden Randall in fact saith that afterwards to with the twelfth day of April 1698 at the Place aforesaid he did give the said Robt Ungle notice that the said Bills were protested and